

FRANKLIN COUNTY CHILDREN SERVICES ITB # 14-12 MEDICAL SCREENS

FRANKLIN COUNTY CHILDREN SERVICES INVITATION TO BID NUMBER: #14-12 and CONTRACT DOCUMENTS FOR MEDICAL SCREENS DATE AND TIME OF BID OPENING: NOVEMBER 19, 2014 12:00 P.M.

FCCS issues this Invitation to Bid (ITB) pursuant to the provisions of the Ohio Revised Code (ORC) Sections 307.86 to 307.92. All bids submitted in response to this ITB shall comply with Ohio law. The laws of the State of Ohio will govern any disputes arising under this ITB and any subsequent contract.

1. BID COVER SHEET

ITB # 14-12 SUMMARY

Franklin County Children Services (FCCS) is accepting sealed bids (original and 1 copy) for registered nurses (RN) licensed in Ohio to provide pediatric medical screens at the FCCS Intake and Investigation Department, 4071 W. Main Street, Whitehall, OH 43213. Nurses will be on call and must be available to perform Emergency Medical Screens from 7:00 p.m. to 8:00 a.m. Monday through Friday, and twenty four (24) hours per day on Saturday and Sunday and on all holidays. Nurses must be part of a firm with multiple employees (not a private individual) and proposed nurses must have a minimum of three years' experience in nursing services.

Nurses assigned to FCCS for the purpose of completing emergency medical screens will be required to physically appear at FCCS Intake & Investigations office, 4071 E. Main Street, Whitehall, OH 43213, within one (1) hour of the request being received by bidder's identified contact person. Failure to comply with the one (1) hour requirement will be considered a breach of contract. The only exception to the one (1) hour requirement is a government declared Level 3 Snow Emergency in Franklin County.

Proposals will be accepted at the FCCS Purchasing Office, 855 W. Mound St., Columbus, OH 43223-2208, until **12:00 P.M. November 19, 2014**, at which time they will be publically opened and the name and proposed costs of the bidders read. Bid documents may be obtained by sending an email to: procurement@fccs.us or at the FCCS Purchasing Office at the address noted above, between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, except holidays. Questions regarding the Invitation to Bid should be directed to procurement@fccs.us or by fax to the Director of Procurement at 614-275-2759.

NAME OF COMPANY SUBMITTING BID	
FEDERAL TAX ID NUMBER	
ADDRESS	
CITY, STATE, ZIP CODE	
PERSON AUTHORIZED TO ANSWER QUESTIONS ON BID	
TELEPHONE NUMBER and FAX NUMBER	TEL: FAX:
E-MAIL ADDRESS	
PRINTED/TYPED NAME AND TITLE OF AUTHORIZED SIGNATORY (PERSON WITH AUTHORITY TO ENTER INTO A CONTRACT)	
AUTHORIZED SIGNATURE —PLEASE SIGN IN BLUE INK	

THIS PAGE MUST BE SIGNED AND RETURNED WITH YOUR BID; IT DOES NOT CONSTITUTE A CONTRACT AWARD.

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3. LETTER OF INTENT TO SUBMIT BID

Please confirm your intent to respond to this ITB by completing the Letter of Intent in Attachment I to the bid documents and e-mail or fax to the following:

Director of Procurement

E-mail: <mailto:procurement@fccs.us>

FAX: 614-275-2759

The Letter of Intent is not a commitment to submit a bid. By submitting a Letter of Intent, interested parties receive all correspondence relating to the ITB including the publication of all ITB requests for clarification, answers to questions submitted, and any amendments to the ITB.

4. SCHEDULE OF EVENTS

FCCS will distribute, via e-mail, any amendments and/or clarifications to this ITB to all companies submitting a letter of intent to respond. **FCCS reserves the right to modify or revise the schedule of events.**

Date	Event
10-15-2014	Released to FCCS distribution list and first publication in the Columbus Dispatch and The Daily Reporter; published on the Franklin County Purchasing Website at http://www.franklincountyohio.gov/commissioners/prch/bid-opportunities/ ; inquiry period begins
10-22-2014	Second publication in the Columbus Dispatch and The Daily Reporter
10-24-2014	FCCS requests that Interested bidders submit a Letter of Intent to Bid. Letter of intent can be e-mailed to procurement@fccs.us . A sample Letter of Intent is included with the bid documents as Attachment I. Although e-mail is preferred, letters may also be faxed to the Director of Contracts Management at 614-275-2759.
10-28-2014 4:00 p.m.	This is the deadline to submit questions or requests for clarifications. Interested parties must submit questions via e-mail to procurement@fccs.us no later than <u>4:00 p.m. local time</u> . Also see <u>Section 5.4 "Inquiry Process, Clarifications"</u>
11-4-2014	FCCS will release written responses to ITB questions
11-19-2014 12:00 noon	Sealed bids are due in the Franklin County Children Services Contracts Management Department, 855 W. Mound St., Columbus, Ohio no later than November 5, 2014 at 12:00 Noon <u>local time</u> at which time FCCS will publically open and the bid responses read. FCCS will reject any bid received after this date/time as non-responsive with the terms of the ITB.
December	Notification to Bidders (estimated)
2-1-2015	Effective Date of Contract (estimated)

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5. GENERAL INSTRUCTIONS

5.1 Registration with Franklin County

Parties interested in doing business with FCCS must register with the Franklin County Purchasing Department before the award of any contract. Interested parties may register with Franklin County Monday through Friday, 8:00 a.m. to 4:30 p.m., in the Franklin County Purchasing Department located on the 25th Floor, 373 South High Street, Columbus, Ohio, 43215-6314 or online at:

<http://www.franklincountyohio.gov/commissioners/prch/vendorinfo.cfm>.

The Franklin County Purchasing Department website will prompt an interested party to register automatically when attempting to download an Invitation to Bid or Request for Proposal. Failure to register prior to the award of a contract may result in the recommended vendor determined to be non-compliant with the terms and conditions of the contract and may result in legal liability.

5.2 Exclusions from Bidding

FCCS excludes from the bid process consultants who are under a current contract with FCCS or individuals or companies that have a relationship or affiliation with FCCS or the Franklin County Children Services Board (the "Board") that poses, or could potentially pose, a conflict of interest. FCCS will exclude any outside party or entity who has participated with FCCS in the development of the ITB.

5.3 Conflict of Interest

FCCS has the right to reject a bid in which a conflict is disclosed or to reject the bid or cancel a contract if any interest is later discovered that presents a conflict of interest or that could give the appearance of a conflict. Bidder (s) who have a current contract with FCCS may bid, but must disclose the nature of the contract in their response. The decision as to whether a conflict of interest exists rests solely with FCCS.

5.4 Inquiry Process, Clarifications

Section 4, "Schedule of Events," gives the date and time by which interested parties must submit questions or requests for clarification.

Bidders are responsible for reviewing the entire bid packet and notifying FCCS if the specifications unnecessarily restrict competition or are conflicting or ambiguous. FCCS advises bidders who discover any inconsistencies, errors, or omissions in the ITB documents to request clarification from the Department of Procurement and Contract Administration via e-mail at procurement@fccs.us no later than the date for submissions of questions noted in Section 4, "Schedule of Events."

Bidders are to submit questions or requests for clarification via e-mail to procurement@fccs.us, no later than the date shown in Section 4, "Schedule of Events." FCCS will not answer questions or requests for clarifications received after the inquiry deadline unless FCCS ascertains that the answer to a question or a clarification could result in a material change to the specifications that could affect all bids.

Bidders may not communicate with any FCCS employee or FCCS Board member concerning this ITB, except through the inquiry method with questions specific to the contents of this ITB. This does not apply to communication during the evaluation process if FCCS initiates the communication. See also Section 7.3.1, "Communication during Evaluation."

5.5 Bid Addenda

FCCS may issue addenda to this bid at any time preceding the bid opening date. All interested parties who submit a letter of intent to bid will receive e-mail notification of any addendum to the bid. Addenda will also be posted on the Franklin County Purchasing web site (<http://www.franklincountyohio.gov/commissioners/prch/bid->

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[opportunities/](#)). It is the sole responsibility of all interested parties to monitor this web site for issuance of any bid addenda.

5.6 Oral Explanations

Verbal explanations, clarifications, or instructions given at any time during the ITB process or after the selection of the successful bid are not binding upon FCCS.

5.7 Service Specifications

FCCS may use any form of specification and/or performance standards that best describes the services FCCS desires to purchase.

5.8 Compliance with Terms and Conditions

FCCS cannot accept any changes to the ITB terms and conditions nor is FCCS allowed to accept any additional terms or conditions not part of the final ITB documents. FCCS will make any changes to the ITB terms and conditions or specifications through the issuance of addenda to the bid. Bids submitted with changes or mark-ups to the ITB document will be found non-responsive and will not receive further consideration or evaluation.

6. BID REQUIREMENTS

6.1 Bid Opening

Refer to Section 4 “Schedule of Events” for the date and time that sealed bids are due. The time clock in the FCCS Purchasing Department serves as the official record of the date and time that FCCS receives the sealed bids, and is the sole factor in determining the timely receipt of the bids. FCCS will open the sealed bids at the FCCS Purchasing Office, 855 W. Mound St., Columbus, Ohio 43223-2208. The bid opening will be public; however, it is not necessary for a bidder to be present. FCCS will reject all sealed bids received after the stated time and date, regardless of the reason.

6.2 Bid Bond Requirement

An original bid bond in the amount of \$500.00 made payable to Franklin County Children Services or identifying Franklin County Children Services as the payee or obligee, must be included with each bid. The bond is to be in the form of:

- A Surety Bond
- A Certified Check, Official Check or Cashier's Check from a solvent bank or savings and loan association
- A Money Order from a solvent bank, savings and loan or the United States Post Office. Money Orders from other sources are not acceptable.

FCCS will reject any other form of bond, including company or personal checks, and the bid will not receive further consideration.

Bidder's failure to provide the bond in the proper form, in the correct amount, and identifying the proper obligee will automatically result in FCCS classifying the bid as non-responsive and the bid will not receive further consideration.

Bid Bonds will be returned to all successful and unsuccessful bidders via U.S. Postal Service, certified mail, return receipt requested, within 30-days of contract award.

6.3 Pre-Bid Meeting

There is no pre-bid meeting; please submit all questions in accordance with Section 5.4, “Inquiry Process.

6.4 Bid Preparation Costs

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Costs incurred in the preparation of a bid response are the responsibility of the bidder. FCCS will not contribute in any way to the costs associated with responding to an invitation to bid or entering into contract negotiations; additionally, any costs associated with interviews related to the bid response are the responsibility of the bidder. The total liability of FCCS is limited to the terms and conditions of a resulting contract.

6.5 Bid Submissions

Each bid must be in a sealed envelope or similar container with the bid number and bidder's name clearly marked on the exterior. If a bidder uses an express mail or courier service, the bid number must be clearly marked on the express mail or courier envelope or the bid can be enclosed in a sealed envelope with the ITB# on the outside of the envelope, and placed inside the express mail or courier service envelope. A bid submission that is not clearly identified with the bid number, and as a result is inadvertently opened before the scheduled bid opening time, may be disqualified without additional consideration

Bidders are not to staple, bind or place document hardcopies in 3-ring binders or GBC type binders. Documents, including any amendments/clarifications applicable to the bid, are to be secured using paper clips, binder clips or rubber bands to keep them orderly. All hardcopy documents must be on 8.5 inch x 11 inch paper. If submitting any brochures, copy on 8.5 inch x 11 inch paper. **Bidders are to submit the original completed bid packet and one copy.**

FCCS will not accept bids delivered by facsimile transmission or other telecommunication or electronic means.

6.6 When Bids May Be Delivered

Bidders must submit bids to the FCCS Purchasing Department prior to and no later than the date and time the bids are due as stated in Section 4, "Schedule of Events." FCCS will reject all bids submitted after the specified date and time the bids are due. FCCS will return sealed bids received through the mail or other delivery service after the specified bid opening date and time to the bidder unopened. FCCS does not accept bids with postage due.

FCCS receives bids during the hours of 9:00 a.m. through 3:30 p.m. Monday through Friday, except observed holidays. **Note: Refer to Section 4, "Schedule of Events" for the date and time this particular bid is due.** The time clock in the FCCS Purchasing Department serves as the official record of the date and time that FCCS receives the sealed bids, and is the sole factor in determining the timely receipt of the bids.

6.7 Where Bids Must Be Delivered

Hand deliver, courier, or mail bids to:

Franklin County Children Services
Director of Procurement
855 W. Mound St.
Columbus, OH 43223-2208

Bidders assume the risk of the method of the delivery method chosen. FCCS assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt.

Proof of delivery includes either of the following:

- Dated receipt from FCCS or
- Dated invoice/receipt from a commercial carrier

FCCS is not responsible for bid submissions incorrectly addressed or for bids delivered to any FCCS location other than the address specified. FCCS does not provide confirmation of receipt of mailed bids.

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Bids must be complete at the time of submission. Once FCCS accepts a bid, the bid and accompanying documents become the property of FCCS and FCCS will not return bid documents to the bidders.

6.8 Corrections before Bid Opening

Prior to the bid opening, if a bidder withdraws a bid and resubmits the bid with revisions, the bidder must clearly identify and sign or initial the revisions. The omission of a bidder's signature or initials on a modification may result in FCCS determining the bid as non-responsive. It is the responsibility of the bidder to resubmit a corrected bid within the time constraints of the established bid opening time and date. FCCS will not accept corrected bids after the specified bid opening date and time. FCCS will return corrected bids received through the mail after the specified bid opening date and time to the bidder unopened.

6.9 Corrections after Bid Opening

After the bid opening, bidders may only withdraw their bids as provided in Ohio Revised Code §9.31. Bidders who withdraw a bid after the bid opening may be liable for sanctions, including costs incurred by FCCS for issuing a re-bid. Bidder's notice of a claim of right to withdraw a bid submitted in error, after the bid opening, must be in writing and filed with the FCCS Department of Procurement and Contract Administration within two (2) business days after the conclusion of the bid opening procedure. (ORC §9.31)

When there are errors in multiplication or addition in a bid, FCCS will use the quoted unit price to calculate the correct total bid. If the error is in the unit price, FCCS will automatically disqualify the bid. Bidder's notice of a claim of right to withdraw such bid must be made in writing and filed with the contracting authority within two (2) business days after the conclusion of the bid opening (ORC §9.31).

6.10 Bids are Firm for 120-Days

Unless stated otherwise, once opened all bids are irrevocable for one hundred twenty (120) days. Beyond one hundred twenty (120) days, Bidder will have the option to honor their bid or make a written request to withdraw their bid from consideration.

6.11 Bid Rejections

Ohio Revised Code §307.90 and §307.91 permits FCCS to reject all bids and advertise for new bids on the required items, products, or services. FCCS may reject any bid, in whole or in part, if any of the following circumstances are true:

- a) Bids offer supplies or services that are not in compliance with the requirements, specifications, terms, or conditions stated in the ITB
- b) FCCS determines that awarding a bid for any item or service is not in the best interest of FCCS.

FCCS reserves the right to waive minor irregularities or omissions in bids.

6.12 Public Record and Treatment of Confidential and Proprietary Information

Once FCCS opens the bids, they are public records as defined in ORC §149.43 and are subject to all laws appurtenant thereto. All materials in the bid will become the property of FCCS and may be returned only at FCCS' discretion. Bid documents/materials submitted to FCCS are public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to ORC §149.43. Any portion of the bid to be held confidential should be marked to that effect and will not be considered public record if it clearly falls within an exemption enumerated in ORC §149.43.

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6.13 Insurance Certificate

Bidder must submit a Certificate of Insurance reflecting the required coverage stated in Section 9.15, "Insurance" with the bidder's response to the ITB. Bidder is to identify FCCS as an **additional insured on the policy**.

6.14 Specifications and Scope of Service

Any bidder selected for an award will be required to comply with all identified Service Deliverables stated in Section 10 , "Contract Service Specifications."

6.15 Required Affidavits

All affidavits, Exhibits A-E, contained in Attachment II to the ITB Documents must be signed by an authorized signatory of bidder and notarized.

6.16 References

All bidders must include with their bid at least three (3) business references. See Exhibit F, Attachment II. For each reference, bidder is to state the company name, address, telephone number, name of person to contact, and the nature of the business relationship. References should be from company of similar scope and size to FCCS who are using the goods or services requested by FCCS in a similar manner. Bidders may not use any current or past employee or Board Member of FCCS as a reference for this ITB.

6.17 Bid Pricing Response

Bidder must complete Exhibit G, "Pricing Response Form" included in Attachment II.

6.18 Bidder Qualifications

Respond to Bidder Qualifications , Exhibit H of Attachment II. being found non-responsive

6.19 Bidder Checklist

A bid checklist may be found in Section 12. This checklist is a guide to ensure that the bid submission complies with the requirements of the ITB. However, FCCS cautions that bidders are not to rely only on the checklist but to carefully read and comply with each section of the ITB documents.

6.20 No Bid Form

FCCS values provider feedback and encourages interested parties who elect not to submit a bid to complete and return the No Bid" form found in Section 13.

7. BID EVALUATION PROCESS

7.1 Initial Review of Bids for Technical Compliance

FCCS will review all bids for compliance with the technical bid requirements. Bids found to be non-responsive will not receive further evaluation.

7.2 Evaluation Standard-Lowest Responsive and Responsible

FCCS will evaluate all bids using the "Lowest Responsive and Responsible Bidder" standard.

Responsive Bidder:

A bidder is responsive if the submitted bid responds to all bid specifications in all material respects and contains no irregularities or deviations from the specifications that would affect the amount of the bid or otherwise give the bidder an unfair competitive advantage.

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Responsible Bidder: A responsible bidder is a contractor or business entity who is fully capable of meeting all requirements of the solicitation and the subsequent contract. The bidder must possess the full capability, including financial and technical, to perform as contractually required, and be able to document the ability to perform the contract.

Determination of a bidder's responsibility includes, but is not limited to, the following factors:

- a) Experience of the bidder with delivery of same or similar products/services for organizations similar in size or mission to FCCS.
- b) Bidder has sufficient financial resources to fully perform the contract as documented by financial statements or bank reference.
- c) Bidder's conduct and performance on previous contracts with FCCS is satisfactory (when applicable)
- d) Bidder is able to adequately comply with all identified Service Deliverables as identified in Section 12.2 "Service Deliverables".
- e) All identified Registered Nurses, must include a minimum of three proposed candidates, meet all mandatory qualifications as identified in Section 12.3 "Mandatory Registered Nurse Qualifications".
- f) The bidder and its proposed staff have all required licenses (when applicable) and insurance related to their business.
- g) References have been verified and are acceptable (three references required).
- h) Bidder does not appear on federal and/or state debarment list.

7.3 Evaluation of Bid Documents

FCCS will evaluate each bid against the criteria and requirements of this ITB, and typically completes evaluations within sixty days. FCCS may ask a Bidder to clarify any portions of its bid.

7.3.1 Communication during Evaluation

During the evaluation process, unless requested by FCCS as part of the evaluation process, any attempt on the part of the bidder, the bidder's agent(s), or any party representing the bidder, to communicate with any staff member of FCCS regarding the evaluation process may be grounds for immediate disqualification of the bidder. Any submission of correspondence by the bidder, the bidder's agent(s), or any party representing the bidder, that is determined by FCCS to be an attempt to compromise the impartiality of the evaluation, may be grounds for immediate disqualification of the bidder.

FCCS has the sole discretion to cease the evaluation of a bid or reverse an award determination.

FCCS may request additional information to evaluate a bidder's responsiveness to the ITB or to evaluate a bidder's ability to provide the requested product or services. If a bidder does not provide the requested information, it may adversely affect the evaluation of the bidder's responsiveness or responsibility.

7.3.2 Contract Award

When the bid evaluation process is complete, FCCS will make a recommendation to the FCCS Board for the award of a contract. The contract award is not final until the Board has approved the contract and all parties have signed the contract document.

This is intended to be an all or none bid; however, if it is in the best interest of FCCS, FCCS reserves the right to award to multiple vendors, to reject all bids and re-bid, or not to make any award on an "ALL or NONE" basis.

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8. CONTRACTOR'S WARRANTIES AND REPRESENTATIONS

By executing this Contract, Contractor certifies compliance with each condition listed below and continued compliance throughout the term of the contract. FCCS considers contractor's certification of compliance with each of these conditions as a material representation of fact upon which FCCS relied in entering into this Contract.

8.1 Non-Collusion Certification

By the signature affixed on the *Non-Collusion Affidavit*, the Contractor certifies that he/she is (sole owner, partner, president, secretary, etc.) of the party making the forgoing bid; that such bid is genuine and not collusive or sham; that Contractor has not colluded, conspired or agreed, directly or indirectly, with any bidder or person, to put in a sham bid; or colluded or conspired to have another party not bid and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the bids price of its bid or that of any other bidder, or to secure any advantage against any bidder or any person or persons interested in the proposed contract and that all statements contained in the bid are true; and further, that the Contractor has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged any related information or data to any association or to any member or agent of any association.

8.2 Non-Discrimination / Equal Opportunity Provisions

By the signature affixed on the *Non-Discrimination / Equal Opportunity Affidavit*, the Contractor certifies compliance with Executive order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations 41 CFR Part 60.

8.3 Delinquent Personal Property Taxes

By the signature affixed on the *Delinquent Personal Property Taxes Affidavit*, the Contractor certifies that they have no delinquent personal property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.

8.4 Ethics Certification

By the signature affixed on the *Compliance with Ethics and Code of Conduct Affidavit*, Contractor warrants that they are in compliance with and will maintain compliance with the requirements of Ohio Revised Code (ORC) Sections 102.03, 102.04, 2921.42 and 2921.43, and Ohio Governor Kasich's Executive Order Number 2011-03IK.

8.5 Suspension and Debarments

8.5.1 Ohio

Contractor certifies that Contractor is not subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio. <https://ohioauditor.gov/findings/certified/default.aspx>

8.5.2 Federal Excluded Parties

Contractor certifies that neither Contractor, nor any principal of Contractor is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, 45 CFR Part 76, or other applicable statutes or regulations. Federal List of Excluded Parties Listing System at www.sam.gov.

8.6 Licenses

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Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current. Contractor warrants that if at any time during the contract period Contractor is disqualified or prohibited from conducting business in Ohio for any reason, Contractor will provide immediate notice to FCCS of the disqualification, and immediately cease performance hereunder.

8.7 Clean Air Act

Contractor certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h).)Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and environmental protection agency regulations (40 C.F.R. part 15).

8.8 State Energy Plan

Contractor certifies compliance with mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

9. GENERAL CONTRACT TERMS AND CONDITIONS

9.1 Contract Components

The Contract consists of the signed contract, (a sample contract is attached in Section 14) all sections of the ITB including the Contract Terms and Conditions, the Bid Specifications, the Pricing Form, all documents requiring bidder's signatures, any written amendments/addendums to the original ITB, and the bidder's complete competitive sealed bid, including proper modifications, clarifications, and samples. Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- a) The signed contract document and all attached documents
- b) FCCS' original Invitation to Bid
- c) The contractor's original submitted bid document

9.2 Time of Performance

Following approval by the FCCS Board, the exact contract commencement date and expiration date shall be set forth in the Contract. The Contract will remain in effect until the end date noted in the Contract, or until the Contract is fully performed by both parties, or until the Contract terminates in accordance with the termination language of Section 9.22 "Contract Cancellation."

9.3 No Guarantee

FCCS does not guarantee Contractor either a minimum or maximum payment amount during the term of this Contract. FCCS makes no representation or guarantee as to the actual amount of products or services to be purchased during the term of the Contract.

9.4 Contract Extension-Price Changes

The Contractor must request any price or unit cost increases ninety (90) days before the date a contract period is ending. Pricing under any contract extension will be firm and fixed for the extension period. All requests for price increases must have verifiable justification, and require the approval of FCCS and the Franklin County Children Services Board.

Prior to granting any contract extension, FCCS may request, based on economic conditions, a price decrease with certifiable justification.

9.5 Contract Extension at the End of Any Contract Period

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At the end of the contract term, or any extension of the contract term, FCCS has the option to extend the contract, at the prices then in effect, for a reasonable period to allow for the issuance of a new ITB, award of a new contract, and where required, contract close-out procedures and transition of services.

9.6 Standard of Care

Contractor will discharge its obligations under the Contract with that level of reasonable care, which a similarly situated business would exercise under similar circumstances. The contractor is responsible for providing quality service to FCCS throughout the contract and any contract extensions in the same manner that any similarly situated company providing similar work would provide.

9.7 Employment of FCCS Staff

No current employee of FCCS may be concurrently employed directly or indirectly as an employee of Contractor or by a subcontractor for the provision of services described in this Contract, unless the FCCS Human Resources Department has been expressly approved the employment.

9.8 Confidentiality

Contractor agrees not to use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. The terms of this "Confidentiality Section" will be included in any subcontracts executed by Contractor for work under this Contract. Contractor agrees to return any data made available to Contractor by FCCS no later than fifteen days calendar days following the termination of this Contract, and Contractor certifies that it will not retain copies of source data, or any product of source data.

9.9 Indemnification

The Contractor shall assume the defense of, indemnify, and save harmless Franklin County Children Services and all Franklin County Agencies, including public officials, and employees acting in the course of their employment from any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities that may arise from the related Contractor's performance of the work required under this Contract and including Contractor's employees and agents.

9.10 Record Keeping

During the period covered by this contract, Contractor will keep all financial records consistent with Generally Accepted Accounting Principles (GAAP). Contractor is required to provide FCCS or their designated representative, and any person or agency instrumentally involved in providing financial support for the contract work access and right to examine any books, documents, papers, or records related to this contract.

9.11 Record Retention and Review:

All books, documents, papers and records of Contractor that relate to program costs, work performed and supporting documentation for invoices submitted to FCCS by Contractor, along with copies of all deliverables submitted to FCCS pursuant to this Contract, will be retained and made available by the Contractor for inspection and audit, at reasonable times and upon reasonable request, by FCCS, or other relevant governmental entities including, but not limited to, the Ohio Department of Jobs and Family Services (ODJFS), the county family services agency and workforce development agency, the Auditor of the State of Ohio, any duly appointed law enforcement official, the federal grantor agency, the comptroller general of the United States, or any of their duly authorized representatives, for a minimum of three (3) years after reimbursement for services rendered under this Contract. If an audit, litigation, or other action begins during the term of the Contract, Contractor shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.

9.12 Invoicing, Payment, and Taxes

9.12.1 Invoicing

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Contractor agrees to submit a proper invoice within thirty-days of the service month. An IRS W-9 form must accompany the first invoice. The invoice must be free of defects, discrepancies, errors, or other improprieties. FCCS will return improper invoices to the Contractor noting the areas of discrepancy. Invoices shall include, at a minimum, the following:

1. Name and address of the contractor and Federal Tax Identification Number
2. Date Emergency Screen was completed
3. Last Name, First Name, Date of Birth, and SACWIS ID (if applicable) of each youth screened
4. Total number of Emergency Screens completed
5. Total dollar amount of invoice

FCCS will assist Contractor with the invoice format and any documentation required with the invoice.

Contractor will submit invoices to: contracts@fccs.us

Or by mail to:
Franklin County Children Services
Attention: Contract Administration
855 W. Mound Street
Columbus, Ohio 43223-2208

9.12.2 Payment

FCCS normally makes payment within 30 days of receipt by the Fiscal Department. FCCS may only process an invoice for payment after services have been completed or transpired. FCCS will not pay late fees, interest, or other penalties for late payment, unless otherwise stated. All invoices are subject to audit and adjustment by FCCS before and/or after payment to the Contractor.

9.12.3 Taxes

FCCS is exempt from all federal, state, and local taxes. FCCS will not pay any taxes on supplies or services purchased from a Contractor. FCCS will provide a tax-exempt certificate upon request of the Contractor receiving the bid award.

9.13 Assignment or Subcontracting

Contractor may not assign, transfer, or subcontract any of the rights or responsibilities contained herein to any other party without written approval from the Executive Director of FCCS. Any transfer or assignment of the contract or portion thereof shall not relieve the Contractor of liability unless the prior written consent of FCCS expressly so provides. Any attempted transfer, assignment or subcontracting of the contract without prior written consent shall immediately terminate the contract resulting from this ITB.

9.14 Independent Contractor

The parties agree that Contractor is an independent contractor and that no terms of this Contract creates any other relationship between the parties, including but not limited to, that of employee, partner, agent or representative. Contractor assumes sole responsibility for the payment of any federal, state, municipal, or other tax liabilities along with Workers Compensation, Unemployment Compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables. Contractor agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation Law, and Unemployment Insurance Law.

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9.15 Insurance

ALL INSURANCE COMPANIES PROVIDING COVERAGE SHALL HAVE A LICENSE TO DO BUSINESS IN THE STATE OF OHIO.

Throughout the contract period, and any extension period, the Contractor, and any agent of the Contractor, at its sole cost and expense, shall maintain a comprehensive insurance program affording at a minimum the coverage minimum listed in Sections 9.15.1 through 9.15.3. Contractor will identify FCCS as an **additional insured**, and include the ITB number on the Certificate of Insurance. Contractor will furnish FCCS with a new certificate if there is any change in the Contractor's insurance, insurance carrier, or liability amounts.

9.15.1 Comprehensive General Liability

Up to \$1,000,000 single limit occurrence including coverage for: a) Personal Injury Liability: all sums, which the company shall become legally obligated to pay as damages because of bodily injury, sickness, or disease including death at any time resulting there from, sustained by any person other than its employees; b) Broad Form Property Damage Liability; c) products and completed operations; d) premises and completed operations; and e) contractual liability insuring the obligations assumed by the Contractor under the Contract. This insurance is not applicable to liability for damages arising out of bodily injury to any person or damage to any property of others resulting from the negligence of FCCS, its officers, employees, or agents.

9.15.2 Automobile Liability Insurance

All sums, which the company shall become legally obligated to pay as damages because of injury to or destruction caused by occurrence arising out of ownership, maintenance or use of any automobile.

9.15.3 Excess Annual Aggregate Limit

\$1,000,000

9.16 Contract Administration and Reports

9.16.1 Contract Administration

The FCCS Medical Department and designated FCCS department directors will be responsible for the administration of the Contract and will monitor the Contractors performance and compliance with the terms, conditions, and specifications of the Contract.

9.16.2 Usage Reports

The management of FCCS may request various reports regarding performance of this Contract. The Contractor will respond to such requests in a timely manner. Contractor will provide all reports at no cost to FCCS.

9.17 Workers' Compensation Provision

The Contractor shall carry Workers' Compensation Liability Insurance as required by Ohio law. Contractor's failure to maintain Workers' Compensation Liability Insurance coverage as required by law and any renewal thereto is a default of the terms and conditions of the Contract.

9.18 Media-Publications

Contractor shall not publish the results of contract activity without prior written approval from the FCCS Director of Communications. FCCS will not unreasonably withhold or delay the approval of such requests. Any publication (written, visual or audio), issued before or after the termination of the Contract, shall contain an acknowledgment of FCCS contract support, and a copy of such publication shall be furnished to FCCS at no cost.

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9.19 Required Background Checks

All contractors providing services for FCCS as a result of any contract resulting from this ITB shall conduct a background investigation on any staff who will be assigned to work at FCCS and will maintain a copy of the background check in the employee's personnel file. The background check must include the following:

- a) An Ohio sexual perpetrator search
- b) Valid proof of automobile insurance (must sign a waiver stating they will not drive if they do not have insurance)
- c) Valid driver's license (must sign a waiver stating they will not drive if they do not have)
- d) BCI (local) if lived in Ohio for the past 5 years and FBI (national) if lived outside of Ohio in the last 5 years.
- e) An Ohio BMV record check
- f) A Franklin County Sheriff's record check
- g) Drug Screening

9.19.1 FCCS Screening

- a) FCCS requires the staff assigned to FCCS to request a background check through the State Automated Child Welfare Information System (SACWIS), Ohio Central Registry on Child Abuse and Neglect at time of assignment to FCCS facilities. There is no charge for the search and FCCS will assist the assigned staff with requesting this search.
- b) FCCS requires staff assigned to FCCS to sign a "Statement of Confidentiality" containing the following attestation:

"Ohio Revised Code 2151.421 and Ohio Revised Code 5101.131 require that any information regarding children, adults or families I may encounter or work with for the purposes of performing services for Franklin County Children Services must be kept in the strictest confidence. I understand that the unauthorized dissemination of information concerning any children, adults or families will be reported to law enforcement. I further understand that the unauthorized release of information is a misdemeanor of the first degree."

9.20 Professionalism

Contractors' staff working in FCCS facilities are required to dress professionally and must follow the FCCS Dress Code. A copy of the Dress Code will be provided. Contractors may participate in announced "Jeans Days."

Contractors will not use offensive language or engage in a pattern of behavior or practices that could be offensive to others.

9.21 Safety and Security

Contractors working in FCCS facilities shall comply with all applicable safety and security regulations of FCCS, including, but not limited to compliance with Ohio Central Registry Check on Child Abuse and Neglect, participating in any safety drills that occur while on FCCS premises, and wearing FCCS issued identification badges.

9.22 Contract Cancellation

If the Contractor fails to perform any of the obligations under this Contract, Contractor will be in default and FCCS may cancel this Contract in accordance with this Section. The cancellation will be effective on the date delineated by FCCS. Contractor, upon receiving notice of termination will cease performance, take all necessary steps to limit

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disbursements and minimize costs, submit a report to FCCS that describes the status of all deliverables, and cooperate with FCCS in contract close-out procedures and/or transitions of clients as applicable.

9.22.1 Termination for convenience

FCCS reserves the right to terminate the Contract for its convenience by giving the Contractor 30-days written notice. FCCS shall be liable only for payment under the payment provisions of the resulting contract for goods and services rendered before the effective date of termination.

9.22.2 Non-Appropriation of Funds

This Contract is contingent upon FCCS budgeting and appropriating the funds necessary for the continuation of this Contract in any contract year. In the event that FCCS does not receive funds necessary for the continuation of this Contract, this Contract shall terminate, without penalty to FCCS at the end of the funding period.

9.22.3 Contractor's Failure to Retain Certification

Pursuant to the requirements stated herein and/or Contractor's licensing, certification, or registration requirements, Contractor is to maintain all required licenses, certifications, and registrations for the duration of the Contract. FCCS may immediately terminate this Contract if Contractor fails to renew licenses, certifications, or registrations, or if there is a revocation of Contractor's licenses, certifications, or registrations.

9.22.4 Cancellation for Financial Instability

FCCS may cancel this Contract by written notice to the Contractor if Contractor files a petition for bankruptcy by or against the Contract.

9.22.5 Termination for Default

- a) FCCS may terminate this contract in whole or in part, if the Contractor fails to perform any one of its obligations under this Contract, or fails to perform the services within the time specified in this Contract or any extension. The termination will be effective on the date delineated by FCCS.
- b) FCCS will provide written notice to Contractor specifying the default and the time period in which Contractor must correct the default. If Contractor fails to cure the default within the time required, FCCS may terminate the Contract. If FCCS does not give timely notice of default to the Contractor, FCCS has not waived any of its rights or remedies concerning the default.
- c) FCCS may terminate the contract immediately if FCCS discovers any illegal conduct by Contractor or any action by Contractor that is a risk to the safety and well-being of children being served.
- d) If FCCS terminates this Contract in whole or in part for default, it may acquire, under the terms and in the manner FCCS considers appropriate, supplies or services similar to those terminated. In this event, Contractor will be liable to FCCS for all costs related to covering the project to the extent that such costs, when combined with payments already made to Contractor prior to termination, exceed the costs that FCCS would have incurred under this Contract.

9.22.6 Force Majeure:

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics,

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(6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

9.23 Remedies

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, FCCS and the Contractor may exercise any administrative, contractual, equitable, or legal remedies available. The waiver of any occurrence of breach or default is not a waiver of any subsequent occurrences, and FCCS retains the right to exercise all of the remedies mentioned above.

9.24 Amendments

Amendments to this Contract, including changes in terms and conditions, payment terms, program description, and/or other requirements requires the express, written, and signed agreement of both parties. Only the Executive Director of FCCS may agree to and sign (with Board approval if applicable) an amendment.

9.25 Non-Waiver of Rights

Failure to enforce any provision of this Contract does not constitute a waiver of the right of either party to enforce any future failure of the other party to comply with that or any other of the requirements of this Contract.

9.26 Severability

If any term of this Contract or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

9.27 Integration

This Contract constitutes the entire agreement of the parties. There are no promises, terms, conditions or obligations binding the parties other than those stated herein. This Contract shall supersede all previous communications, representations, or agreements, either written or oral, between the parties to this Contract.

9.28 Interpretation

Unless the context of this Contract clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting, the words "hereof," "herein," "hereby," "hereunder," and similar terms in this Contract refer to this Contract as a whole and not to any particular provision of this Contract. Any reference in this Contract to any agreement, instrument, or document shall include all amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders and supplements, thereto and thereof, as applicable. Any reference herein to any person shall be construed to include such person's successors and assigns as otherwise permitted herein.

9.29 Applicable Law

This Contract shall be governed, construed, interpreted, and enforced under the laws of the State of Ohio. Any legal action commenced by either party shall be in a court of competent jurisdiction in Franklin County, Ohio.

9.30 Notice

FCCS will send any notices concerning termination, suspension, option to renew, breach, default, or other formal notices required by this Contract, to the person who has signed this Contract on behalf of Contractor at the address listed on the final signature page.

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All notices are effective when sent, and will be delivered using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail, return receipt requested, or delivery service with receipt).

Contractor will direct any notices to the following:

Franklin County Children Services
Director of Procurement and Contract Administration
855 W. Mound Street
Columbus, OH 43223-2208

10. CONTRACT SERVICE SPECIFICATIONS

10.1 Contract Term

The initial contract term is for three years with the option to extend for additional terms, not to exceed a total contract period of six years. The expected start date of the contract is February 1, 2015.

The option to exercise contract extensions is at the discretion of FCCS . Refer to Section 9.4 “Contract Extensions-Price Changes” for additional information.

10.2 Service Deliverables

Emergency Medical Screens (See Attachment III for a sample screen) for youth between the ages of 0 months to 20 years, who may be entering into or already be in the care and custody of FCCS , will be performed by RN’s currently licensed to practice in the State of Ohio. All Emergency Medical Screens will be completed at the Franklin County Children Services Intake and Investigations Office, located at 4071 E. Main Street, Whitehall, OH 43213.

Nurses assigned to FCCS will be on an “On Call” status and their service will be requested by authorized FCCS staff as needed. Nurses must be available to perform Emergency Medical Screens from 7:00 p.m. to 8:00 a.m. Monday through Friday, and twenty four (24) hours per day on Saturday and Sunday. Coverage is required for all major holidays and specific FCCS holidays as shown below.*

Nurses assigned to FCCS for the purpose of completing Emergency Medical Screens will be required to physically appear at FCCS Intake and Investigations Office, located at 4071 E. Main Street, Whitehall, OH 43213, within one (1) hour of the request being received by the bidder’s identified contact person. Failure to comply with the one (1) hour requirement will be considered a breach of contract. The only exception to the one (1) hour requirement is a government declared Level 3 Snow Emergency in Franklin County.

The bidder must provide an identified contact person to accept calls from FCCS staff when services are requested. FCCS must be able to contact and relay the request to a “live” person. Voice Mail and or an electronic answering service will not be accepted as a means for FCCS staff to request services.

For the purpose of ensuring proper coverage for this identified service, Bidders are required to submit a minimum of three nurse candidates, currently licensed to practice in the State of Ohio, who will be assigned to FCCS for the duration of this contract.

* FCCS Holidays:

a) New Year’s Day

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- b) Martin Luther King Jr. Day
- c) Presidents' Day
- d) Memorial Day
- e) Independence Day
- f) Labor Day
- g) Columbus Day
- h) Thanksgiving Day
- i) The Friday immediately following Thanksgiving
- j) Christmas Day

10.3 Mandatory Nurse Qualifications

All nurses proposed for this contract are required to meet all of the following qualifications:

- Three years' experience as an RN
- Hold a current License to practice as an RN in the State of Ohio and maintain the license in good standing through the term of the contract
- Nurses must have the ability to travel to 4071 E. Main Street, Columbus, Oh 43213, within one (1) hour of receipt of request for an emergency medical screen

11. BIDDER'S RESPONSE

11.1 Required Documents

Failure to submit any Required Documents will result in the bid being found non-responsive. See also Section 12 Bidder Checklist

- a) Company's Certificate of Insurance (Section 9.15 Insurance).
- b) For each RN that you are proposing as a qualified candidate for this contract, attach a copy of their current Ohio Nursing license.
- c) For each RN that you are proposing as qualified candidate for this contract, attach a copy of their current resume that supports that they meet the minimum qualifications for this bid; at least three years' experience as a licensed nurse.
- d) Attach proof of the company's financial responsibility, such as current audited financial statements, most recent annual report, or current letter of reference from banking institution.
- e) Attach a copy of the company's W-9

11.2 Attachment II

Complete all the following documents, which are included with the bid documents as Attachment 2. For your convenience, the documents are in Word format.

- a) Affidavits, Exhibits A-E (The company name on the affidavits must be your company's complete legal name.)
- b) References, Exhibit F
- c) Bid Pricing Response Form, Exhibit G
- d) Bidder's Response to Qualifications. Exhibit H

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12. BIDDER CHECKLIST

Note: This checklist is provided to aid you in the submission of your bid response. It is in no way intended to be a substitute for a careful reading of the ITB and ensuring you have complied with all requirements.

	Refer to Section 6 for instructions on packing, labeling, and delivering your bid.
	Bid Bond of \$500.00 complies with Section 6.2 "Bid Bond Requirements" and is enclosed
COMPLETED ORIGINAL AND 1 COPY OF THE ITB PACKET INCLUDING THE FOLLOWING	
	Bid Cover Sheet (page 1 of Bid Document)
	Company's Certificate of Insurance
	Copy of Ohio licenses for the RN's who would perform this contract
	Resumes for the RN's who would perform this contract
	Proof of Company's Financial Responsibility (financial statement, annual report, or bank reference)
	Company's W-9
ATTACHMENT II DOCUMENTS	
	Exhibit A-Transmittal Letter
	Exhibit B-Non Collusion Affidavit
	Exhibit C-Non-discrimination-Equal Employment Affidavit
	Exhibit D-Delinquent Personal Property Affidavit
	Exhibit E-Ethics and Code of Conduct Affidavit
	Exhibit F-References
	Exhibit G-Bid Pricing Response
	Exhibit H--Bidder Qualifications
	Acknowledgment of Addendum(s) (If Applicable)
	Bid envelope is sealed and the outside of the sealed envelope or package clearly identifies the bidder and the bid number

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13. NO BID FORM

For potential contractors who choose not to submit a bid, your feedback will assist us in structuring our bid process in the most efficient and user-friendly manner.

Please return this form by one of the following methods:

FAX 614-275-2759, Attention: Director of Procurement

E mail: procurement@fccs.us

U.S. Mail: 855 W. Mound Street, Columbus, OH 43223-2208

PLEASE CHECK ALL THAT APPLY

	Specifications too "tight"; i.e. geared to one manufacturer or brand (explain below)
	Insufficient time to respond
	We do not offer this product or service
	We are unable to meet the specifications
	We are unable to meet the bond requirement.
	We are not interested in this bid, but wish to receive future solicitations
	Please remove our company from your bid distribution list
	Other

COMMENTS

Company Name	
Address	
Contact Person	TEL #
Email	FAX #

ITB #14-12 EMERGENCY MEDICAL SCREENS

FRANKLIN COUNTY CHILDREN SERVICES

14. SAMPLE CONTRACT

FRANKLIN COUNTY CHILDREN SERVICES

And

CONTRACT AGREEMENT

This Agreement, entered into this the first day of (MONTH) 20XX by **Franklin County Children Services, hereafter called FCCS, and**

Bidder (Street address) a (indicate if corporation, LLC or 501 C-3) authorized to do business in the State of Ohio, hereinafter called the "Contractor."

Whereas FCCS did advertise and issue an Invitation to Bid (ITB) # XXXX, on XXXXX; **and**

Whereas the Contractor submitted a bid which was accepted and approved by FCCS; and

Whereas formal authorization of this contract was approved by the Franklin County Children Services Board on XXXXXXXXXXXXX;

Now Therefore, in consideration of the mutual understandings and responsibilities set forth herein, FCCS and Contractor agree as follows:

SECTION I Administrative and Specifications Requirements

Exhibit I, containing the Invitation to Bid, addenda, all appendices or attachments and the Contractor's response to ITB #XXX are incorporated into this Contract by reference and made a part hereof. The Contractor will furnish all of the required products or services in accordance with the Contract.

SECTION II Pricing and Delivery

The bid prices listed in this section are firm and fixed for the period _____ through _____ as specified in the ITB Pricing Response, Appendix B.

Service	Cost

SECTION III Term of Contract

The term of the contract is _____ through _____ with the option to extend the contract for XXXXXXX terms upon mutual agreement of the parties. (Section 0)

At the end of the contract period or extension period, whichever is applicable, FCCS reserves the right to extend the Contract, at the prices then in effect, for a reasonable period to allow for the issuance of a new ITB.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized officers or agents.

CONTRACTOR NAME

FRANKLIN COUNTY CHILDREN SERVICES

Authorized Signatory and Title

Executive Director

DATE

DATE